

Donna L. Depoian, Esq. (BBO # 547215)  
614 Forest Street  
North Andover, MA 01845  
Telephone: 978-725-8880

-and-

ANDERSON KILL & OLICK, P.C.  
John N. Ellison, Esq.  
Claudine Q. Homolash, Esq.  
1600 Market Street  
Suite 2500  
Philadelphia, PA 19103  
(215) 568-4202  
Attorneys for Plaintiff  
Champps Entertainment, Inc.

MAGISTRATE JUDGE *Bowles*

UNITED STATE DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS

FILED  
FIDELITY OFFICE

2004 AUG 28

RECEIPT # *56878*  
AMOUNT \$ *150*  
SUMMONS ISSUED *yes*  
LOCAL RULE 4.1 *1*  
WAIVER FORM *1*  
JURY ISSUED *1*  
BY DPT. CLK. *FOW*  
DATE *6/24/04*

CHAMPPS ENTERTAINMENT, INC.,  
1035 Park Meadows Drive, Suite 560  
Littleton, Colorado 80124

Plaintiff,

v.

AMERICAN INTERNATIONAL GROUP,  
INC., and  
NATIONAL UNION FIRE INSURANCE  
COMPANY OF PITTSBURGH, PA,  
70 Pine Street  
New York, New York 10270

Defendants.

CIVIL ACTION NO. \_\_\_\_\_

JURY TRIAL DEMANDED ON ALL  
COUNTS

COMPLAINT

Plaintiff Champps Entertainment, Inc. ("Champps"), by its undersigned  
counsel, hereby submits its Complaint against Defendants American International  
Group, Inc. and National Union Fire Insurance Company of Pittsburgh, PA (collectively,  
"AIG"), and in support thereof, avers as follows:

### **Preliminary Statement**

1. This is an action for violations of the Massachusetts Consumer Protection Act (M.G.L. c. 93A), for a declaratory judgment, for breach of contract, and for injunctive relief.
2. This lawsuit arises out of AIG's failure to acknowledge and honor its release of Champps, as successor to DAKA International, Inc. ("DAKA"), from financial liability for any further payments for claims that are covered by insurance policies purchased by DAKA from AIG for events occurring during the 1994 through 1997 policy periods.
3. Specifically, AIG's wrongful failure to acknowledge its release of Champps from any further liability under these insurance policies and AIG's wrongful withholding of a \$526,000 irrevocable standby letter of credit and a surety bond posted for approximately \$526,254, in connection with the insurance policies, has caused and continues to cause Champps substantial damage.

### **Parties**

4. Plaintiff Champps is a Delaware corporation with its principal place of business at 10375 Park Meadows Drive, Suite 560, Littleton, Colorado 80124.
5. Up until December 1999, Champps and DAKA's principal place of business was at 55 Ferncroft Road, Danvers, Massachusetts 01923. In December 1999, Champps relocated its corporate headquarters to Littleton, Colorado, but still maintains an office in North Andover, Massachusetts.

6. Champps owns and operates restaurants and franchises throughout the United States.

7. Defendant American International Group, Inc. ("AIG Inc.") is a corporation organized under the laws of Delaware that maintains a principal place of business at 70 Pine Street, New York, New York, licensed to do business in the Commonwealth of Massachusetts.

8. Defendant National Union Fire Insurance Company of Pittsburgh, PA ("National Union") is a member company of AIG, Inc. and a corporation organized under the laws of the Commonwealth Pennsylvania, that maintains a principal place of business at 70 Pine Street, New York, New York 10270.

9. National Union is an insurance company licensed to do business in the Commonwealth of Massachusetts and the insurance company that sold the insurance policies to DAKA.

#### **Jurisdiction and Venue**

10. The subject matter jurisdiction of this Court is based upon 28 U.S.C. § 1332, in that there is complete diversity of citizenship among the parties, and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

11. Venue is proper in this District pursuant to 28 U.S.C. § 1391, in that a substantial part of the events giving rise to this action occurred in this District.

### **Factual Background**

#### **A. The Relationship Between Champps and DAKA**

12. In February 1996, Champps was acquired by DAKA, a diversified food service company.

13. In July 1997, DAKA "spun off" its restaurant companies, including those companies operating Champps Americana Restaurants and Fuddruckers Restaurants, into a newly formed company, Unique Casual Restaurants, Inc. ("Unique").

14. As successor to DAKA by virtue of the "spin-off", Unique assumed certain liabilities pertaining to DAKA that occurred prior to the "spin-off" and indemnified Compass, the current owner of DAKA, against losses relative to these matters.

15. As a direct result of the "spin-off", Unique assumed all liabilities and benefits of DAKA's insurance coverage, including the coverage that AIG provided to DAKA for the 1994 through 1997 policy periods.

16. In July 1999, Unique changed its name to Champps, and Champps thereby assumed all of the liabilities and benefits of DAKA's insurance coverage provided by AIG for the 1994 through 1997 policy periods.

#### **B. DAKA's Insurance Coverage**

17. DAKA's insurance coverage consisted of various types of coverage, including property, business automobile, workers compensation, employers liability and commercial general liability coverages (the "DAKA Policies").

18. Most of the DAKA Policies, including the workers compensation and general liability policies, were "Large Deductible" policies, each containing a deductible of \$250,000 per incident.

19. The workers compensation insurance policies contained a "Final Premium" section, which sets forth AIG's obligation to determine the "Final Premium" once the policy period ends (the "DAKA Workers Comp. Policies").

**C. The Surety Bond and the Irrevocable Standby Letter of Credit**

20. Throughout the years the DAKA Policies were in place, DAKA, Unique and subsequently Champps all placed surety bonds with Continental Casualty Company ("CNA") as collateral for the DAKA Policies.

21. In addition to posting the surety bonds, AIG was also annually provided with cash collateral in connection with the DAKA Policies in excess of one million dollars.

22. On February 11, 1999, at AIG's request, Champps replaced the current surety bond with an irrevocable standby letter of credit of \$526,000 for the payment of claims under the DAKA Policies. (A copy of the Irrevocable Standby Letter of Credit is attached hereto as Ex. "A").

23. From the time Champps assumed its liabilities under the DAKA Policies up until their final adjustment, Champps continued to make claim-related payments as AIG requested.

**D. Final Adjustment Under the DAKA Policies**

24. Prior to November 6, 2001, Champps had made payments in excess of \$11,000,000 to AIG.

25. By letter dated November 6, 2001, Robert Wynne, Senior Vice President for Willis Corroon Corporation of Massachusetts, Inc. ("Willis Corroon"), the insurance broker for the DAKA Policies, advised Champps that a final retrospective premium adjustment payment of \$460 was owed under the DAKA Policies.

26. Enclosed with the November 6, 2001 letter was a copy of the final adjustment from AIG dated June 4, 2001 (the "June 4, 2001 Final Adjustment").

27. The June 4, 2001 Final Adjustment states:

Re:	Account Name:	Daka International, Inc.
	Policy Period:	7/1/94-7/1/97
	Valuation Date:	03/31/2001
	Adjustment #:	Final
	Retro Premium/Return:	\$460

\* \* \*

**There will be no more adjustments done to this account. The policies captioned above can be considered "FINAL AND COMPLETE."** If you have any questions feel free to contact me at (212) 770-1279.

(Letter from Anthony J. Conti of AIG to Willis, dated June 4, 2001 (emphasis added), attached hereto as Ex. "B").

28. The June 4, 2001 Final Adjustment also included a Loss Provision Adjustment Report for DAKA prepared by AIG.

29. The Loss Provision Adjustment Report also reflected a final payment due of \$460.

30. By letter dated November 30, 2001, Champps responded to AIG's payment request, forwarding along with its response a check for \$460.

31. In Champps' November 30, 2001 letter, Champps reconfirmed facts stated in Willis Corroon's November 6, 2001 letter and the June 4, 2001 Final Adjustment, most importantly that no additional payments under the DAKA Policies are due.

32. Champps' November 30, 2001 letter specifically requested:

If this does not satisfy DAKA International, Inc.'s ultimate and final liability for the insurance policies and periods stated above, do not cash this check. Please return it to my attention.

(Letter from Frederick J. Dreibholz to Anthony J. Conti, dated November 30, 2001, attached hereto as Ex. "C").

33. Champps' November 30, 2001 letter also notified AIG that Champps was terminating the Irrevocable standby letter of credit that was posted in place of the surety bond.

34. On December 12, 2001, AIG cashed Champps \$460 check, indicating AIG's agreement that DAKA's "ultimate and final liability" under the DAKA Policies was satisfied.

35. On January 2, 2002, as a final measure to ensure that all liabilities regarding the DAKA Policies had been satisfied, Champps forwarded a confirmation letter to AIG. (A copy of the January 2, 2002 letter is attached hereto as Ex. "D").

36. On January 22, 2002, Champps received a response from AIG regarding Champps' January 2, 2002 letter, executed by an AIG official with appropriate authority, once again confirming that "the insurance liability for DAKA International, Inc. has been satisfied." Id.

**E. AIG's Subsequent Demands For Payment Despite Champps' Complete Satisfaction Under the DAKA Policies**

37. From January 2, 2002 through this year, Champps has received invoices from AIG for claims paid, or has received telephone calls from AIG regarding outstanding balances claimed to be owed under the DAKA Policies.

38. Champps responded to AIG's requests for payment by forwarding letters to AIG indicating that Champps liabilities under the DAKA Policies had been completely satisfied.

39. AIG never replied to any of Champps' response letters addressing AIG's requests for payment.

40. In addition, AIG's multiple subsequent requests for payment are both inconsistent and unsubstantiated.



41. In November 2002, Champps began receiving demands from AIG for \$1.5 million allegedly owed under the DAKA Policies with no supporting documentation that would substantiate this outstanding balance.

42. By e-mail dated September 24, 2003, without any explanation, AIG indicated that a balance of \$57,186 was owed for DAKA's premium and audit/retro adjustments.

43. By letter dated October 29, 2003 from AIG to Champps' current insurance broker, AIG indicated, without providing any detail regarding the paid losses by claimant for the time period in which the claims were incurred, that claims payments under the DAKA Policies totaled \$4,078,361.06, and that Champps owed an outstanding balance of \$1,553,211.06.

44. Champps also received multiple invoices from AIG's Alpharetta, Georgia office, demanding payment in the amount of \$72,945.25, an amount obviously inconsistent with AIG's other payment requests.

**F. AIG's Failure to Release Champps' Surety Bond and Irrevocable Standby Letter of Credit**

45. As set forth above, in February 1999, Champps posted an Irrevocable surety bond in the amount of \$526,254, for the payment of claims under the DAKA Policies. This surety bond was subsequently replaced with an irrevocable standby letter of credit in the amount of \$526,000 in November 2003.

46. In order to cancel Champps liability under both the surety bond and the letter of credit, AIG's authorization is required.

47. Even though AIG released Champps from any further liability under the DAKA Policies, AIG has refused and failed to release the surety bond and the irrevocable standby letter of credit, despite repeated requests from Champps.

48. Despite its previous release of Champps from any further liability under the DAKA Policies and written representations that the DAKA Policies can be considered "FINAL AND COMPLETE", AIG continues to demand substantial payments from Champps under the DAKA Policies without substantiation.

**Count I  
Injunctive Relief**

49. Champps realleges and incorporates by reference all of the allegations stated above.

50. Based on the foregoing, as a result of its release of Champps from any further liability under the DAKA Policies, AIG was likewise obligated to release the irrevocable letter of credit and the surety bond, which it has failed and refused to do.

51. Due to the nature of these Instruments, Champps is required to obtain AIG's consent to have them released and closed.

52. AIG's refusal and failure to consent is without legal justification.

53. Champps will suffer irreparable harm if AIG is not enjoined from drawing down on the surety bond and the letter of credit, and ordered to release these instruments.

54. Any harm suffered by AIG by the granting of injunctive relief would be minimal and would be far outweighed by the harm to Champps that would be caused by the denial of injunctive relief.

55. Granting Champps injunctive relief will not disserve any public interest.

WHEREFORE, Champps demands injunctive relief enjoining AIG from drawing down on the surety bond and the letter of credit and consenting to the release of these instruments, interest and costs, and all other damages that are necessary and appropriate.

**Count II  
Declaratory Judgment**

56. Champps realleges and incorporates by reference all of the allegations stated above.

57. Champps seeks a declaration, in accordance with the terms of the DAKA Policies and AIG's agreement that Champps' liability under them has been satisfied, that it owes AIG no further payments under the DAKA Policies.

58. Champps seeks a declaration that, because Champps has no additional financial obligation to AIG, that AIG is required to immediately release the surety bond and the irrevocable standby letter of credit posted by Champps in connection with the DAKA Policies.

59. While Champps has no further financial obligation to AIG under the DAKA Policies or any other insurance policies that it sold to Champps, AIG continues to demand payments from Champps.

60. Notwithstanding its release of Champps, AIG continues to refuse to release Champps' surety bond and irrevocable standby letter of credit.

61. An actual and justiciable controversy exists between the parties with respect to these issues.

WHEREFORE, Champps demands a judicial declaration by this Court that: 1) Champps is released from all liability under the DAKA Policies; 2) that AIG is required to immediately release the surety bond and the irrevocable standby letter of credit posted by Champps for AIG in connection with the DAKA Policies; and 3) together with all compensatory and consequential damages, costs of suit, reasonable attorneys' fees, pre-judgment interest, post-judgment interest, and such other relief as this Court deems just.

**Count III  
Account Stated**

62. Champps realleges and incorporates by reference all of the allegations stated above.

63. AIG sent Champps a statement of Final Adjustment and Loss Provision Adjustment Report indicating that a final payment of \$460 was due and owing (the "Statement of Account").

64. Champps accepted the Statement of Account as a final balance due to AIG under the DAKA Policies, forwarding a check to AIG in the amount of \$460, requesting that AIG not cash the check unless it agreed that the \$460 payment fully satisfied Champps ultimate and final liability under the DAKA Policies.

65. AIG cashed the \$460 check without protest or objection, duly acknowledging that Champps' payment of \$460 was true and correct, and deemed a final payment.

66. On January 22, 2002, Champps received a signed confirmation from an AIG official with appropriate authority confirming that the insurance liability under the DAKA Policies had been fully satisfied.

67. By reason of the foregoing, any further obligations that Champps may owe to AIG under the DAKA Policies were discharged by an account stated.

WHEREFORE, Champps demands a judgment discharging Champps from all liability under the DAKA Policies and immediately releasing the surety bond and the irrevocable standby letter of credit posted by Champps for AIG in connection with the DAKA Policies, together with all compensatory and consequential damages, costs of suit, reasonable attorneys' fees, pre-judgment interest, post-judgment interest, and such other relief as this Court deems just.

**Count IV  
Violations of M.G.L. c. 93A**

68. Champps realleges and incorporates by reference all of the allegations stated above.

69. The actions and transactions herein alleged to be unfair and deceptive acts or practices occurred primarily and substantially within the Commonwealth of Massachusetts.

70. Among other things, the DAKA Policies were brokered in Massachusetts; the insurance broker, Willis Corroon, for the DAKA Policies was located in Massachusetts; the AIG office underwriting and selling of the insurance policies was located in Massachusetts; and the relevant offices of DAKA and Champps were at all relevant times located in Massachusetts.

71. Champps engages in trade or commerce within the meaning of M.G.L. c. 93A, § 11.

72. During the course of engaging in trade or commerce in the Commonwealth of Massachusetts, AIG has committed unfair or deceptive acts or practices declared unlawful by M.G.L. c. 93A, § 2, and by rules and regulations issued under M.G.L. c. 93A, § 2(c), including but not limited to the following:

a. AIG has misrepresented material facts pertaining to Champps liability under the DAKA Policies by, among other things:

(i) Representing falsely and inconsistently that Champps had further payment obligations under the DAKA Policies, despite its earlier release and discharge of Champps from any further liability under the DAKA Policies;

(ii) Concealing material information regarding its calculations concerning amounts purportedly owed by Champps under the DAKA Policies;

(iii) Providing to Champps multiple letters and invoices concerning amounts still owed under the DAKA Policies, despite its release of Champps from all further liability thereunder;

(iv) By failing to provide any type of response to Champps' letters concerning its satisfaction of all liabilities under the DAKA Policies and AIG's incorrect requests for payment;

(v) Through its failure to release the surety bond and the irrevocable standby letter of credit posted by Champps at AIG's request, despite its repeated assurances that Champps had been discharged of all liability under the DAKA Policies; and

(vi) Through its failure to provide Champps with any accounting under the DAKA Policies outlining to whom claims were paid and the corresponding amounts of each claim.

b. AIG compelled Champps to hire attorneys and pursue this litigation to resolve this dispute and recover its damages;

c. AIG committed a breach of its duties of good faith and fair dealing;

d. AIG breached their fiduciary duty to Champps;

e. AIG made misrepresentations in violation of M.G.L. c. 175, § 81;

f. AIG made misrepresentations in violation of M.G.L. c. 176D, § 3;

g. AIG made claims and/or representations which had the capacity or tendency or effect of materially deceiving Champps, a buyer of insurance, in violation of 940 CMR § 3.05;

h. AIG made misleading and deceptive representations regarding the construction and utility, and the benefit to be derived from, the DAKA Policies, in violation of 940 CMR § 3.05;

i. AIG's actions described herein are oppressive or otherwise unconscionable in violation of 940 CMR § 3.16;

j. AIG is continually and wrongfully sending Champps numerous notices demanding payments or sums that are not due;

and

j. AIG failed, without excuse or justification, to fulfill its contractual promises promptly, including but not limited to its release of Champps from all liability incurred under the DAKA Policies and the release of the irrevocable standby letter of credit posted by Champps.

73. AIG's violations of M.G.L. c. 93A, § 2, were willful and/or knowing.

74. Champps has suffered damages, in the form of the loss of money and/or property, as a result of AIG's willful or knowing unfair or deceptive acts or practices.

75. Champps provided AIG with a demand letter under M.G.L. c. 93A at least thirty days prior to the filing of the complaint.



76. The demand letter that Champps provided to AIG identified the claimant, reasonably described the unfair or deceptive acts or practices, and reasonably described Champps' injuries.

WHEREFORE, Champps demands judgment in its favor and against AIG for all monetary damages caused by its violation of M.G.L. c. 93A, including, without limitation, compensatory damages, consequential damages, prejudgment interest, post-judgment interest, double or treble damages as provided by M.G.L. c. 93A, § 11, all equitable relief that is necessary and proper, including an order requiring the immediate release of the irrevocable standby letter of credit, reasonable attorneys' fees, costs, and such other relief as this Court deems just.

**Count V  
Breach of Contract**

77. Champps realleges and incorporates by reference all of the allegations stated above.

78. AIG and DAKA entered into a valid and binding contracts, for consideration, in which AIG was obligated to adhere to the terms and conditions thereof.

79. Specifically, with respect to the DAKA Policies, AIG agreed to compute premiums owed at the end of each audit period until a final adjustment under the policies were made.

80. Once a final adjustment under the DAKA Policies was made, AIG specifically agreed to release DAKA from any further liability under them.

81. AIG breached that contract by the conduct described above, including its subsequent requests for payments despite its representation that Champps' November 30, 2001 payment of \$460 was a "final and complete" payment, and that no further payments were to be made.

82. Champps has suffered damages as a result of AIG's breach of contract.

WHEREFORE, Champps respectfully requests a judgment in favor of Champps and against AIG to pay all monetary damages caused by its breach of contract, including, without limitation, compensatory damages, consequential damages, prejudgment interest, post-judgment interest, costs, and such other relief as this Court deems just.

June 22, 2004

By:

  
Donna L. Depoian, Esq. (BBO # 547215)  
614 Forest Street  
North Andover, MA 01845  
Telephone: 978-725-8880

-and-

ANDERSON KILL & OLICK, P.C.  
John N. Ellison, Esq.  
Claudine Q. Homolash, Esq.  
1600 Market Street  
Suite 2500  
Philadelphia, PA 19103  
Telephone: 215-568-4202

Attorneys for Plaintiff  
Champps Entertainment, Inc.

JS 44 (Rev. 3/99)

## CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

## I. (a) PLAINTIFFS

CHAMPPS ENTERTAINMENT, INC.

(b) County of Residence of First Listed Plaintiff Essex  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)  
Donna L. Depoian  
614 Forest Street  
North Andover, MA 01845  
978 725-8880

## DEFENDANTS

AMERICAN INTERNATIONAL GROUP, INC.  
NATIONAL UNION FIRE INSURANCE COMPANY  
OF PITTSBURG, PA

County of Residence of First Listed New York  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff  
☐ 2 U.S. Government Defendant  
☐ 3 Federal Question (U.S. Government Not a Party)  
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State ☐ 1 ☐ 1 Incorporated or Principal Place of Business in This State ☐ 4 ☐ 4  
Citizen of Another State ☐ 2 ☐ 2 Incorporated and Principal Place of Business in Another State ☒ 5 ☒ 5  
Citizen or Subject of a Foreign Country ☐ 3 ☐ 3 Foreign Nation ☐ 6 ☐ 6

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input checked="" type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instruments <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 160 Medicare Act <input type="checkbox"/> 170 Recovery of Defaulted Student Loans (incl. Veterans) <input type="checkbox"/> 180 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 190 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Label & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury—Med. Malpractice <input type="checkbox"/> 365 Personal Injury—Product Liability <input type="checkbox"/> 368 Ashes/Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 138 <input type="checkbox"/> 423 Withdrawal 28 USC 137 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 NIA (1395H) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 430 Chamber/ICC Rules/etc <input type="checkbox"/> 460 Deposition <input type="checkbox"/> 470 Teacher Influence and Campaign Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 908 Appeal of Fed. Department Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 990 Other Summary Actions
<b>REAL PROPERTY</b> <input type="checkbox"/> 310 Land Condemnation <input type="checkbox"/> 320 Foreclosure <input type="checkbox"/> 330 Rent Lease & Ejectment <input type="checkbox"/> 340 Torts on Land <input type="checkbox"/> 345 Tort Product Liability <input type="checkbox"/> 350 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl Ret Inc. Security Act		

## V. ORIGIN (PLACE AN "X" IN ONE BOX ONLY)

- ☒ 1 (Original Proceeding) ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

## VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

Diversity - 28 U.S.C. § 1332

VII. REQUESTED IN COMPLAINT: ☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$ Excess of \$75,000 CHECK YES only if demanded in complaint: JURY DEMAND: ☒ Yes ☐ No

## VIII. RELATED CASE(S) IF ANY (See instructions) JUDGE DOCKET NUMBER

DATE 6/23/04 SIGNATURE OF ATTORNEY OF RECORD Donna Depoian /c/h  
FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG JUDGE

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

1. Title of case (name of first party on each side only) Champps Entertainment, Inc. v. African International Group, Inc.
2. Category in which the case belongs based upon the numbered nature of suit code listed on the civil cover sheet. 354e  
local rule 40.1(a)(1)).
- ☐ I. 160, 410, 470, R23, REGARDLESS OF NATURE OF SUIT.
- ☐ II. 165, 368, 400, 440, 441-444, 540, 550, 555, 625, 710, 720, 730, 740, 790, 791, 820\*, 830\*, 840\*, 850, 890, 892-894, 895, 950. \*Also complete AO 120 or AO 121 for patent, trademark or copyright cases
- ☒ III. 110, 120, 130, 140, 151, 190, 210, 230, 240, 245, 290, 310, 315, 320, 330, 340, 345, 350, 355, 380, 362, 365, 370, 371, 380, 385, 450, 891.
- ☐ IV. 220, 422, 423, 430, 450, 510, 530, 610, 620, 630, 640, 650, 660, 680, 810, 861-865, 870, 871, 875, 900.
- ☐ V. 150, 152, 153.
3. Title and number, if any, of related cases. (See local rule 40.1(g)). If more than one prior related case has been filed in this district please indicate the title and number of the first filed case in this court.  
none
4. Has a prior action between the same parties and based on the same claim ever been filed in this court?  
YES ☐ NO ☒
5. Does the complaint in this case question the constitutionality of an act of congress affecting the public interest? (See 28 USC §2403)  
YES ☐ NO ☒
- If so, is the U.S.A. or an officer, agent or employee of the U.S. a party?  
YES ☐ NO ☐
6. Is this case required to be heard and determined by a district court of three judges pursuant to title 28 USC §2284?  
YES ☐ NO ☒
7. Do all of the parties in this action, excluding governmental agencies of the United States and the Commonwealth of Massachusetts ("governmental agencies"), residing in Massachusetts reside in the same division? - (See Local Rule 40.1(d)).  
YES ☒ NO ☐
- A. If yes, in which division do all of the non-governmental parties reside?  
Eastern Division ☒ Central Division ☐ Western Division ☐
- B. If no, in which division do the majority of the plaintiffs or the only parties, excluding governmental agencies, residing in Massachusetts reside?  
Eastern Division ☐ Central Division ☐ Western Division ☐
8. If filing a Notice of Removal - are there any motions pending in the state court requiring the attention of this Court? (If yes, submit a separate sheet identifying the motions)  
YES ☐ NO ☐
- (PLEASE TYPE OR PRINT)  
ATTORNEY'S NAME DONNA L. Depoian (BBQ # 547215)  
ADDRESS 614 Forest Street, North Andover, MA 01845  
TELEPHONE NO. 978-725-8880



NOV-12-2003 WED 09:08 FIRST NATL. BANK/DENVER

FAX NO. 33083861

P. 03



First National Bank

International Trade Services.  
1620 Dodge Street  
Omaha NE 68197  
402.341.0500  
SWIFT: FNBUS44

IRREVOCABLE STANDBY LETTER OF CREDIT

LETTER OF CREDIT NUMBER: STB03200204

DATE: NOVEMBER 6, 2003

APPLICANT:  
CHAMPPS OPERATING CORPORATION  
5619 DTC PARKWAY, SUITE 1000  
ENGLEWOOD, CO 80111

BENEFICIARY:  
NATIONAL UNION FIRE INSURANCE CO. OF PITTSBURGH, PA, AND  
AMERICAN HOME ASSURANCE COMPANY, AND  
AMERICAN INTERNATIONAL SPECIALTY LINES INSURANCE COMPANY, AND  
THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA, AND  
COMMERCE AND INDUSTRY INSURANCE COMPANY, AND  
AIU INSURANCE COMPANY, AND  
BIRMINGHAM FIRE INSURANCE COMPANY OF PENNSYLVANIA, AND  
ILLINOIS NATIONAL INSURANCE COMPANY, AND  
AMERICAN INTERNATIONAL SOUTH INSURANCE COMPANY, AND  
NATIONAL UNION FIRE INSURANCE COMPANY OF LOUISIANA, AND  
AMERICAN INTERNATIONAL PACIFIC INSURANCE COMPANY, AND  
GRANITE STATE INSURANCE COMPANY, AND  
NEW HAMPSHIRE INSURANCE COMPANY, AND  
LEXINGTON INSURANCE COMPANY, AND  
LANDMARK INSURANCE COMPANY, AND  
STARR EXCESS LIABILITY INSURANCE COMPANY LIMITED  
P.O. BOX 923  
WALL STREET STATION  
NEW YORK, NY 10268  
ATTN: MR. ART STILLWELL

WE HEREBY ESTABLISH THIS IRREVOCABLE LETTER OF CREDIT IN FAVOR OF THE  
AFORESAID ADDRESSEES (EACH, THE 'BENEFICIARY') FOR DRAWINGS UP TO  
USD526,000.00 (UNITED STATES DOLLARS FIVE HUNDRED TWENTY SIX THOUSAND  
AND NO/100) EFFECTIVE IMMEDIATELY. THIS LETTER OF CREDIT IS ISSUED,  
PRESENTABLE AND PAYABLE AT OUR OFFICE AT FIRST NATIONAL BANK,  
INTERNATIONAL TRADE SERVICES, 1620 DODGE STREET STOP 1111, OMAHA, NE  
68197-1111 AND EXPIRES WITH OUR CLOSE OF BUSINESS ON NOVEMBER 6, 2004  
OR ANY FUTURE EXPIRATION DATE.

THE TERM 'BENEFICIARY' INCLUDES ANY SUCCESSOR BY OPERATION OF LAW OF  
EACH NAMED BENEFICIARY, INCLUDING, WITHOUT LIMITATION, ANY LIQUIDATOR,  
REHABILITATOR, RECEIVER OR CONSERVATOR.

WE HEREBY UNDERTAKE TO PROMPTLY HONOR YOUR SIGHT DRAFT(S) DRAWN ON US,  
INDICATING OUR LETTER OF CREDIT NO. STB03200204, FOR ALL OR PART OF  
THIS CREDIT IF PRESENTED AT OUR OFFICE SPECIFIED IN PARAGRAPH ONE ON OR  
BEFORE THE EXPIRY DATE OR ANY AUTOMATICALLY EXTENDED EXPIRY DATE. ANY  
ONE BENEFICIARY OR COMBINATION OF BENEFICIARIES, ACTING INDIVIDUALLY OR  
COLLECTIVELY, MAY DRAW ON THIS LETTER OF CREDIT IN FULL OR IN PART, AND

NOV-12-2003 WED 09:09 FIRST NATL. BANK/DENVER FAX NO. 033083861

P. 04



International Trade Services  
1620 Dodge Street  
Omaha NE 68197  
402.541.0500  
SWIFT: FNB0US44

Page: 2  
Date: November 06, 2003  
Our Reference No: 03200204

ANY ACTION TAKEN BY ANY OR ALL BENEFICIARIES HEREUNDER SHALL BIND EACH OF THEM.

EXCEPT AS EXPRESSLY STATED HEREIN, THIS UNDERTAKING IS NOT SUBJECT TO ANY AGREEMENT, CONDITION OR QUALIFICATION. THE OBLIGATION OF FIRST NATIONAL BANK UNDER THIS LETTER OF CREDIT IS THE INDIVIDUAL OBLIGATION OF FIRST NATIONAL BANK AND IS IN NO WAY CONTINGENT UPON REIMBURSEMENT WITH RESPECT THERETO.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE YEAR FROM THE EXPIRY DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST THIRTY DAYS PRIOR TO ANY EXPIRATION DATE WE NOTIFY YOU BY REGISTERED MAIL OR COURIER SERVICE THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT RENEWED FOR ANY SUCH ADDITIONAL PERIOD.

THIS LETTER OF CREDIT IS SUBJECT TO AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, AND THE 1993 REVISION OF THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS OF THE INTERNATIONAL CHAMBER OF COMMERCE (PUBLICATION 500) AND, IN THE EVENT OF ANY CONFLICT, THE LAWS OF THE STATE OF NEW YORK WILL CONTROL. IF THIS CREDIT EXPIRES DURING AN INTERRUPTION OF BUSINESS AS DESCRIBED IN ARTICLE 17 OF SAID PUBLICATION 500, THE BANK HEREBY SPECIFICALLY AGREES TO EFFECT PAYMENT IF THIS CREDIT IS DRAWN AGAINST WITHIN THIRTY (30) DAYS AFTER THE RESUMPTION OF BUSINESS.

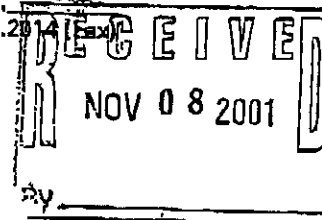
FIRST NATIONAL BANK

A handwritten signature in dark ink, appearing to be 'R. J. [unclear]'.

AUTHORIZED SIGNATURE

EXHIBIT B



Attachment 1  
Page 2 of 6American International Companies  
80 Pine Street, 5th Floor  
New York, NY 10005  
212.770.  
212.425.2014 (Fax)

June 4, 2001

Wills Cotton Corp of MA  
Three Copley Place Suite 300  
Boston, MA 02116  
Attn: Bob Wynne

RE:	Account Name:	Daka International, Inc.
	Policy Period:	7/1/94-7/1/97
	Valuation Date:	03/31/2001
	Adjustment #:	Final
	Retro Premium/Return:	\$460

Dear Mr. Wynne,

Attached is the current statement of the adjusted premium and its supporting documentation for the captioned account above. Listed is the premium breakdown:

Policy Period	Adjustment	Premium
7/1/94-95	Loss Provision	(\$2,342)
7/1/95-96	Loss Provision	(\$7,076)
7/1/96-97	Loss Provision	\$9,878
<u>Total</u>		<u>\$460</u>

Total Amount is due by 07/06/2001

There will be no more adjustments done to this account. The policies captioned above can be considered FINAL AND COMPLETE. If you have any questions feel free to contact me at (212) 770-1278.

Sincerely,

  
 Anthony J. Conti  
 Account Service Representative  
 Anthony.Conti@AIG.com

 CC: Harrington Williams  
 Roy Gandon  
 Dawn Gregg

 5/80 Pine St. New York, NY 10005  
 5/80 Pine St. New York, NY 10005  
 5/80 Pine St. New York, NY 10006

First Class Mail	Express Mail	Payment Via Wire
American International Companies P.O. Box 10842 Newark, NJ 07193	Chase Manhattan Bank 55 Water Street, Room 826 New York, NY 10041	Chase Manhattan Bank 55 Water Street New York, NY 10005 Acct. #: 323-160-387 ABA #: 021-000-021 Phone #: 1-877-204-1124

Attn: Roy Gandon

Attachment 1  
Page 3 of 6**DAKA International, Inc.****LOSS PROVISION ADJUSTMENT REPORT****ADDITIONAL AND RETURN PREMIUMS**

LOSSES VALUED @ 3/31/01.

Contract Number	Effective Date	Attachment Point	Original Loss Provision	Prior L/P Adjustments	ITD Loss Provision	Total Ultimate Losses	A/P-(R/P) Amounts	Increase (Decrease) Fees
199700	07/01/94	8,900,000	3,900,000	(1,379,519)	2,520,481	1,215,193	(1,303,288)	(2,342)
199701	07/01/95		5,723,335	(2,303,802)	3,419,533	1,772,742	(1,646,791)	(7,076)
199702	07/01/96		4,139,914	(928,654)	3,211,260	2,244,285	(966,975)	9,878
199703*	07/01/97							0
<b><u>TOTAL:</u></b>			<b><u>13,763,249</u></b>	<b><u>(4,611,975)</u></b>	<b><u>9,151,274</u></b>	<b><u>5,232,220</u></b>	<b><u>(3,919,054)</u></b>	<b><u>460</u></b>

Attachment 1Page 4 of 6**ADDITIONAL PREMIUM FEE CALCULATION SHEET**

ACCOUNT NAME: DAKA International, Inc.  
 POLICY YEAR: 07/01/94  
 CONTRACT NUMBER: 199700

**FEE CALCULATION:**

ADDITIONAL / (RETURN) PREMIUM	(1,305,288)
COMPONENTS OF SUB. PREM. FOR TAXES	(1,305,288)
TAXES BOARD, BUREAU CHARGES	(1,041)
ADJUSTED SUBJECT PREMIUM	(1,306,329)
CLAIMS SUPERVISION FEE	(1,301)
ADJUSTED GROSS PREMIUM	(1,307,630)

TAXES, BOARDS, BUREAUS	4.800%	Of Losses (Non-Deductible and Deductible)
CLAIMS SUPERVISION FEE	6.000%	Of Losses (Non-Deductible and Deductible)

Premiums	3/31/00	Rate	Exposure	Audited premium	Change
CLAIMS SUPERVISION FEE	151,229	0.060000	2,498,800	149,928	(1,301)
Taxes Boards & Bureau	120,983	0.048000	2,498,800	119,942	(1,041)
<b>Losses</b>					
Non-Deductible	1,215,193				
Deductible	1,283,607				
<b>Total</b>	2,498,800				

ADDITIONAL TBB  
 ADDITIONAL Claims Supervision Fee

SEE ABOVE =	(1,041)
SEE ABOVE =	(1,301)
<b>TOTAL FEES =</b>	<b>(2,342)</b>

<b><u>TIE BACK:</u></b>	
ADDITIONAL TBB	(1,041)
ADDITIONAL Claims Supervision Fee	(1,301)
LOSS PROVISION	(1,305,288)
<b><u>TOTAL A.P. (R.P.)</u></b>	<b><u>(1,307,630)</u></b>

Adjustor: Anthony J. Conti  
 Phone: (212)770-1279

Attachment 1Page 5 of 6**ADDITIONAL PREMIUM FEE CALCULATION SHEET**

ACCOUNT NAME: DAKA International, Inc.  
 POLICY YEAR: 07/01/95  
 CONTRACT NUMBER: 199701

**FEE CALCULATION:**

ADDITIONAL (RETURN) PREMIUM	(1,646,791)
COMPONENTS OF SUB. PREM. FOR TAXES	(1,646,791)
TAXES BOARD, BUREAU CHARGES	(3,572)
ADJUSTED SUBJECT PREMIUM	(1,650,363)
CLAIMS SUPERVISION FEE	(3,504)
ADJUSTED GROSS PREMIUM	(1,653,867)

TAXES, BOARDS, BUREAUS	6.118%	Of Losses (Non-Deductible and Deductible)
CLAIMS SUPERVISION FEE	6.000%	Of Losses (Non-Deductible and Deductible)

Premiums	3/31/00	Rate	Exposure	Audited Premium	Change
CLAIMS SUPERVISION FEE	205,172	0.060000	3,361,135	201,668	(3,504)
TAXES, BOARDS, BUREAUS	209,200	0.061178	3,361,135	205,628	(3,572)

Losses	
Non-Deductible	1,772,742
Deductible	1,588,393
Total	3,361,135

ADDITIONAL TBB  
 CLAIMS SUPERVISION FEE

SEE ABOVE =	(3,572)
SEE ABOVE =	(3,504)
<b>TOTAL FEES =</b>	<b>(7,076)</b>

**TIE BACK:**

ADDITIONAL TBB	(3,572)
CLAIMS SUPERVISION FEE	(3,504)
LOSS PROVISION	(1,646,791)
<b>TOTAL A.P. (R.P.)</b>	<b>(1,653,867)</b>

Adjustor: Anthony J. Conti  
 Phone: (212)770-1279

Attachment 1

Page 6 of 6

## ADDITIONAL PREMIUM FEE CALCULATION SHEET

ACCOUNT NAME: DAKA International, Inc.  
 POLICY YEAR: 07/01/96  
 CONTRACT NUMBER: 199702  
**FEE CALCULATION:**

ADDITIONAL / (RETURN) PREMIUM	(966,975)
COMPONENTS OF SUB. PREM. FOR TAXES	(966,975)
TAXES BOARD, BUREAU CHARGES	4,674
ADJUSTED SUBJECT PREMIUM	(962,301)
CLAIMS SUPERVISION FEE	5,204
ADJUSTED GROSS PREMIUM	(957,097)

TAXES, BOARDS, BUREAUS	6.680%	Of Losses (Non-Deductible and Deductible)
CLAIMS SUPERVISION FEE	6.000%	Of Losses (Non-Deductible and Deductible)

Premium	3/31/00	Rate	Exposure	Audited Premium	Change
CLAIMS SUPERVISION FEE	192,676	0.060000	3,289,167	197,350	4,674
TAXES BOARD, BUREAU CHARGES	214,512	0.066800	3,289,167	219,716	5,204

**Losses**

Non-Deductible	2,244,285
Deductible	1,044,882
<b>Total</b>	<b>3,289,167</b>

ADDITIONAL TBB  
 ADDITIONAL WORKERS' COMPENSATION

SEE ABOVE =	5,204
SEE ABOVE =	4,674
<b>TOTAL FEES =</b>	<b><u>9,878</u></b>

<b><u>TIE BACK:</u></b>	
ADDITIONAL TBB	5,204
CLAIMS SUPERVISION FEE	4,674
LOSS PROVISION	(966,975)
<b>TOTAL A.P. (R.P)</b>	<b><u>(957,097)</u></b>

Adjustor: Anthony J. Conti  
 Phone: (212)770-1279

Exhibit C



Attachment 2  
Page 1 of 4

November 30, 2001

**VIA OVERNIGHT MAIL**  
Mr. Anthony J. Conti  
Account Service Representative  
American International Companies  
80 Pine Street, 5<sup>th</sup> Floor  
New York, NY 10005

<b>RE:</b>	<b>Account Name:</b>	<b>Daka International, Inc.</b>
	<b>Policy Period:</b>	<b>7/1/94-7/1/97</b>
	<b>Valuation Date:</b>	<b>03/31/2001</b>
	<b>Adjustment #:</b>	<b>Final</b>
	<b>Retro Premium/Return:</b>	<b>\$460</b>

Dear Tony:

In response to your correspondence dated June 4, 2001 to Bob Wynne of Willis, please find attached a check for \$460. Per your correspondence and per Willis' letter to Angela Collins dated November 6, 2001, (see attachment 1), this payment represents the final adjustment for Daka International, Inc. for the policy periods 7/1/94 through policy period 7/1/97. Per our records, the contracts and policies for workers' compensation insurance, general liability insurance and business auto insurance listed on Attachment 2 are the policies in place for Daka International, Inc. for the periods specified in your correspondence.

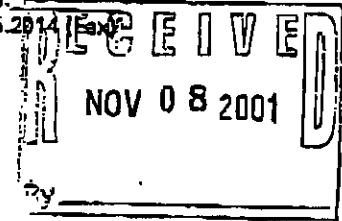
Per your correspondence, "There will be no more adjustments done to this account. The policies captioned above can be considered 'FINAL AND COMPLETE'." In reliance on your correspondence, Willis Correspondence, and our payment, we understand we will have no further liability for the insurance policies identified on the attached schedule. Any charges, changes to reserves or any new claims will be AIG's responsibility.

In addition, we will be terminating the surety bond in the amount of \$526,274 which named AIG as benefactor in the event of default by Daka International, Inc. or its successors Unique Casual Restaurants, Inc. or Champps Entertainment, Inc.

Attachment 2  
Page 3 of 4



American International Companies •  
80 Pine Street, 5th Floor  
New York, NY 10005  
212.770.  
212.425.2014 (Fax)



June 4, 2001

Willis Corroon Corp of MA  
Three Copley Place Suite 300  
Boston, MA 02116  
Attn: Bob Wynne

RE: Account Name: Deka International, Inc.  
Policy Period: 7/1/84-7/1/87  
Valuation Date: 03/31/2001  
Adjustment #: Final.  
Retro Premium/Return: \$460

Dear Mr. Wynne,

Attached is the current statement of the adjusted premium and its supporting documentation for the captioned account above. Listed is the premium breakdown:

Policy Period	Adjustment	Premium
7/1/84-85	Loss Provision	(\$2,342)
7/1/85-86	Loss Provision	(\$7,078)
7/1/86-87	Loss Provision	\$9,878
<u>Total</u>		<u>\$460</u>

Total Amount is due by 07/08/2001

There will be no more adjustments done to this account. The policies captioned above can be considered "FINAL AND COMPLETE." If you have any questions feel free to contact me at (212) 770-1278.

Sincerely,

Anthony J. Conti  
Account Service Representative  
[Anthony.Conti@AIG.com](mailto:Anthony.Conti@AIG.com)

CC: Harrington Williams  
Roy Gandon  
Dawn Gregg

5/80 Pine St. New York, NY 10005  
5/80 Pine St. New York, NY 10005  
5/80 Pine St. New York, NY 10005

First Class Mail	Express Mail	Payment Via Wire
American International Companies P.O. Box 10642 Newark, NJ 07193	Chase Manhattan Bank 55 Water Street, Room 825 New York, NY 10041	Chase Manhattan Bank 55 Water Street New York, NY 10005 Acct #: 323-180-387 ABA #: 021-000-021 Phone #: 1-877-204-1124

Attn: Roy Gandon



Page 1 of 4

No. 48260

Vendor No. 2033

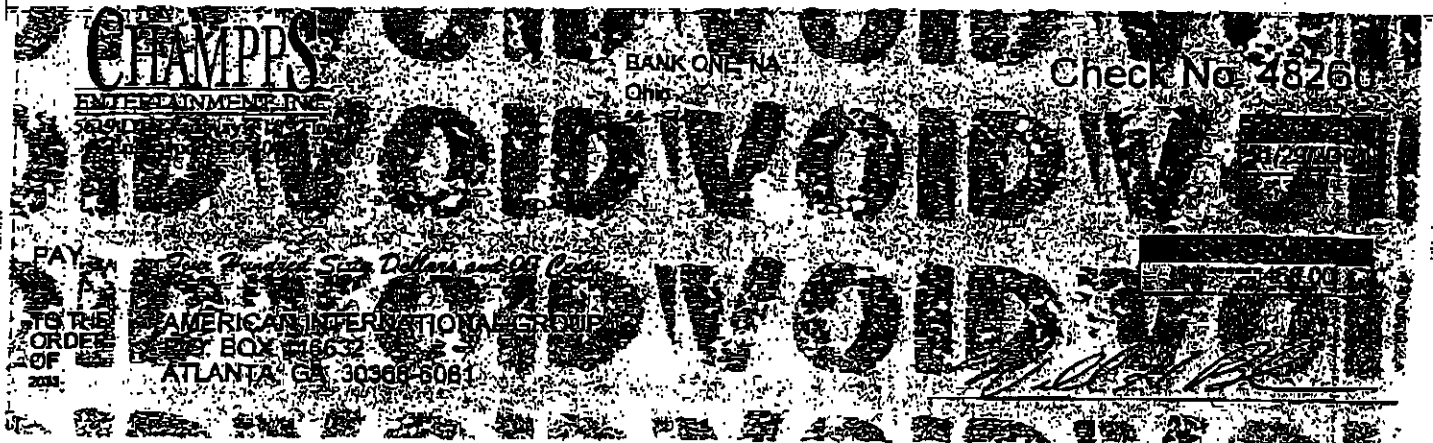
Invoice	Description	Date	Gross Amount	Discount	Net Amount Paid
112901	FINAL ADJUSTMENT	11/06/01	\$460.00	\$0.00	\$460.00
Grand Totals			\$460.00	\$0.00	\$460.00

**Grand Totals**

**5460.00**

**50.00**

460.00



00048260# 10441154431: 627120850#

12/12/10

**\*See Reverse Side For Easy Opening Instructions\***

**CHAMPPS**  
**ENTERTAINMENT INC.**  
5619 DTC Parkway • 10<sup>th</sup> Floor  
Englewood, CO 80111

AMERICAN INTERNATIONAL GROUP  
P.O. BOX 116632  
ATLANTA, GA 30368-6081

Exhibit D



January 2, 2002

Mr. Chris Webster  
Regional Manager  
AIGRM  
99 High St.  
Boston, MA 02110

Dear Chris:

Per the attached documentation, it appears that the insurance liability for Daka International, Inc. has been satisfied. Could you please confirm that this is the case by acknowledging this document and forwarding back to me in the self-addressed stamped envelope.

If you have any questions, I can be reached at 720-529-7362.

Sincerely,

Frederick J. Dreibholz  
Chief Financial Officer

Enclosures

Chris Webster  
AIG Insurance  
Acknowledged and agreed to